

**STATE OF TENNESSEE
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243-1131
PH - 615.532.5260, FX - 615.532.2788
Jerald.E.Gilbert@tn.gov**

December 3, 2012

Nationwide Mutual Insurance Company
800 S. Gay Street, Ste 2021, % C T Corp.
Knoxville, TN 37929-9710
NAIC # 23787

Certified Mail
Return Receipt Requested
7012 1010 0035 428 5939
Cashier # 6513

Re: Art G. Ellis V. Nationwide Mutual Insurance Company

Docket # 12CV4093

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served November 30, 2012, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Jerald E. Gilbert
Designated Agent
Service of Process

Enclosures

cc: General Sessions Court Clerk
Bradley County
P O Box 1167
Cleveland, Tn 37311



CIVIL ACTION

State of Tennessee, County of Bradley
To Any Lawful Officer to Execute and Return:

Summon: Nationwide Insurance

To appear before the Sessions Court of Bradley County, Tennessee, to be held in the General Sessions Courtroom, Room 202-B, Bradley County Courthouse, 155 N. Ocoee St., Cleveland, TN.

On 11-19-12 at 9:00 A.M., then and there, to answer in a civil action brought by the Plaintiff(s) for Failure to pay for left of HVAC and Refrigeration Unit from Plaintiff's premises located at 2340 Dacton Pike, Cleveland, TN. Coverage was in effect under Policy Number ACP7162082494; claim number 41307202.

PLEASE serve this summons through the State Insurance Commissioners office. I am asking for judgment of \$14,360.00 under \$ _____ Dollars.

J	Judgment for Plaintiff(s) / Defendant (s) _____ against
U	Defendant/Plaintiff _____ for \$ _____ plus interest at
D	the Statutory rate _____ % and cost of suit, for which execution may issue.
G	Judgment entered by: <input type="checkbox"/> Default <input type="checkbox"/> Agreement <input type="checkbox"/> Trial
M	Dismissed: <input type="checkbox"/> Without prejudice <input type="checkbox"/> With prejudice
E	Costs taxed to: <input type="checkbox"/> Plaintiff(s) <input type="checkbox"/> Defendant(s)
N	Defendant(s) _____
T	in court and admitted to jurisdiction of court.
	This _____ day of _____, 20 <u>NOVEMBER</u> _____, Judge, Division _____

AFFIDAVIT To the best of my information and belief, after investigation of the defendant's employment, I hereby make affidavit that the Defendant(s) is/is not a member of a military service.

Attorney for Plaintiff _____
Notary Public _____
My Commission Expires _____

Docket Number 22 CIV 4093
ART G. ELLIS Plaintiff

2330 Dacton Pk Address
Cleveland, TN 37323

VS

NATIONWIDE Insurance Defendant (s)
Insurance Commissioners
OFFICE Address

Defendant (s) _____

Address _____

CIVIL ACTION
COURT OF GENERAL SESSIONS
GAYLA H. MILLER, CLERK

Issued by: [Signature], Deputy Clerk
Date of Issue: 11-9-12, 2012
Set for: 12-12-12, 2012 at 9:00
Reset for: 12-19-12, 2012 at 9:00

S E R V I C E	Served Upon: <input type="checkbox"/> All Named Defendant(s) <input type="checkbox"/> All Defendant(s) Except:
	Served _____, 20 _____
	Sheriff/Constable (Process Server) _____

Attorney for Plaintiff _____

Telephone _____
Andrew J. Lewis Attorney for Defendant(s)
805-933-3307 Telephone

109.25

IN THE CIRCUIT COURT FOR BRADLEY COUNTY, TENNESSEE

ART G. ELLIS,)	
)	
Plaintiff,)	
)	
vs.)	Docket No. V-13-376
)	TWELVE PERSON JURY DEMANDED
NATIONWIDE MUTUAL)	
INSURANCE COMPANY,)	
)	
Defendant.)	

**ANSWER AND GENERAL DENIAL OF
NATIONWIDE MUTUAL INSURANCE COMPANY**

Nationwide Mutual Insurance Company having been served with a notice of plaintiff's appeal from the Bradley County General Sessions Court, by and through its attorney, files this, its Answer to the general allegations asserted in the Civil Warrant:

1. The defendant admits the plaintiff is the owner of a building located at 2340 Dalton Pike Southeast, Cleveland, Tennessee 37323.
2. The defendant admits that on September 11, 2012, the plaintiff reported to the defendant that a four-ton heat pump and a four-ton AC unit had been stolen.
3. The defendant admits that the plaintiff also reported that a refrigeration unit for a walk-in cooler had been damaged in an attempt to steal it at the same time.
4. The defendant admits that at the time of the loss, the plaintiff was covered under Allied Insurance Company Premier Businessowners Policy Number ACP BPR 7162082494.
5. The defendant denies that the loss claimed by the plaintiff is covered under the policy at issue.

6. The defendant affirmatively avers that pursuant to Allied Insurance Company Premier Businessowners Policy Number ACP BPR 7162082494, the loss claimed by the plaintiff is excluded because of the plaintiff's failure to have protective safeguards in place and operating at the time of the claimed loss.

7. Specifically, the defendant avers that the policy at issue states:

PROTECTIVE SAFEGUARDS

This premises has Protective Safeguard identified by the symbols below. Insurance for Fire or Burglary and Robbery at this premises will be excluded if you do not notify us immediately if any of these safeguards are impaired. See **PB 04 30** for a description of each symbol. **APPLICABLE SYMBOLS: P-2; P-6;**

8. The defendant avers that form **PB 04 30** of the policy states:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM

NOTICE

YOU RISK THE LOSS OF CERTAIN INSURANCE COVERAGE AT PREMISES DESIGNATED IN THE DECLARATIONS IF YOU FAIL TO MAINTAIN ANY OF THE APPLICABLE PROTECTIVE SAFEGUARDS, LISTED BY SYMBOL IN THE DECLARATIONS FOR EACH PREMISES.

Our requirement that you maintain the protective safeguard is in consideration of a premium reduction. If you do not wish to commit to the requirements expressed in this endorsement, at our option, your insurance may be continued. However, the credit for such protection would not be applied.

Your acceptance of this policy in the payment of premium when due constitutes your understanding and acknowledgement that you risk the loss of certain insurance at the premises designated if you fail to maintain the protective safeguard and your acceptance and agreement with the terms of the endorsement.

SCHEDULE

Prem./ Bldg. No. Description of P-9 Protective Safeguards

- A. **Condition.** As a condition of this insurance, you are required to maintain the applicable protective devices or services for fire, denoted by symbols P-1, P-2, P-3, P-4, P-5, P-8, or P-9; or for burglary and robbery, denoted by symbols P-6 or P-7), as designated at each premises by symbol in the Declarations.
- B. **Exclusions.** Under Section B. EXCLUSIONS, the following exclusions are added:
1. **FIRE PROTECTIVE SAFEGUARDS**
We will not pay for loss or damages caused by or resulting from fire if, prior to the fire, you:
 - a. Knew or should have known of any suspension or impairment in any protective safeguard as designated at each premises by symbol in the Declarations and failed to notify us of that fact; or
 - b. Failed to maintain any protective safeguard as designated at each premises by symbol in the Declarations and over which you control, in complete working order; or
 - c. Add or modify any cooking equipment and operate it prior to adding or extending any Fire Suppression System that is required by code to protect it.If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.
 2. **BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS**
We will not pay for loss or damage caused by or resulting from theft if, prior to the theft, you:
 - a. Knew or should have known of any suspension or impairment in any protective safeguard designated at each premises by symbol in the Declarations and failed to notify us of that fact; or
 - b. Failed to maintain any protective safeguard designated at each premises by symbol in the Declarations and over which you had control, in complete working order.
- C. **PROTECTIVE SAFEGUARD SYMBOLS.** The protective safeguards to which this endorsement applies are identified in the Declarations by the following symbols:
- "P-1" Automatic Sprinkler System**, including related supervisory services. Automatic Sprinkler System means:
- a. Any automatic fire protective or extinguishing system, including connected:
 - 1) Sprinklers and discharge nozzles;
 - 2) Ducts, pipes, valves and fittings;
 - 3) Tanks, their component parts and supports; and
 - 4) Pumps and private protections mains.
 - b. When supplied from an automatic fire protective system:
 - 1) Nonautomatic fire protective systems; and

2) Hydrants, standpipes and outlets.

“P-2” Automatic Fire Alarm, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

“P-3” Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operations.

“P-4” Service Contract with a privately owned fire department providing fire protection service to the described premises.

“P-5” Watchman Service based on contract with a privately owned security company providing premises protection services to the described premises.

“P-6” Local Burglar Alarm protecting the entire building which in the event of an unauthorized or attempted entry at the described premises, triggers a loud sounding gong or siren, or a visual device, on the outside of the building.

“P-7” Central Station Burglar Alarm protecting the entire building which, in the event of an unauthorized or attempted entry at the described premises, will automatically transmit an alarm signal to an outside Central Station or police station.

“P-8” Fire Suppression System, including related supervisory services. Fire Suppression System means any automatic fire protective or extinguishing system designed to protect cooking equipment (i.e. cooking surfaces, deep fat fryers, grease ducts and hoods) including connected:

- a. Sprinklers and discharge nozzles;
- b. Ducts, pipes, valves and fittings; and
- c. Tanks, their component parts and supports.

“P-9” The protective system described in the Schedule of this endorsements.

All terms and conditions of this policy apply unless modified by this endorsement.

9. The defendant affirmatively avers that pursuant to Allied Insurance Company Premier Businessowners Policy Number ACP BPR 7162082494, the loss claimed by the plaintiff is excluded because the property at issue had been vacant for over 60 days at the time of the loss. The applicable portion of the Premier Businessowners Property Coverage Form of the Policy that provides as follows under Section E. Property Loss Conditions:

8. Vacancy

a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:
 - (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
 - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - (i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
 - (ii) Used by the building owner to conduct customary operations.

b. Vacancy Provisions

If the building where the loss or damage occurs has been vacant for more than 60 consecutive days before the loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;
 - (c) Building glass breakage;
 - (d) Water damage, including damage that is caused by or resulted from freezing;
 - (e) Theft; or
 - (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in paragraphs (1)(a) through (1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

10. All remaining allegations, averments or information, not previously admitted or explained are denied.

WHEREFORE, the defendant prays that this honorable Court enter a judgment dismissing the plaintiff's action with prejudice.

Respectfully submitted,

TRAMMELL, ADKINS & WARD, P.C.

By _____
Brian H. Trammell, BPR #010140
Andrew J. Lewis, BPR #028090
Attorneys for Nationwide
P.O. Box 51450
Knoxville, Tennessee 37950
865/330-2577

CERTIFICATE OF SERVICE

The undersigned hereby certifies that an exact copy of this pleading has been served on all counsel of record by placing same in the United States Mail, postage prepaid, by delivering same to the office of said counsel, or via facsimile.

C. Scott Johnson, Esq.
Fleissner, Davis & Johnson
600 Georgia Avenue, Suite 1
Chattanooga, TN 37402

J. Allen Murphy, Jr., Esq.
3555 Keith Street, NW, Suite 213
Cleveland, TN 37312

This _____ day of _____, 2014.

TRAMMELL, ADKINS & WARD, P.C.

By _____
Brian H. Trammell
Andrew J. Lewis

STATE OF TENNESSEE BRADLEY COUNTY CIRCUIT COURT GAYLA H. MILLER, COURT CLERK		SUBPOENA (ORDER TO APPEAR) (CIVIL)		CASE FILE NUMBER V-13-376	
COURT: CIRCUIT				COUNTY:	
PLAINTIFF(S) ART G. ELLIS		VS.		DEFENDANT(S) NATIONWIDE MUTUAL INSURANCE COMPANY	
ATTORNEY: BRIAN H. TRAMMELL; TRAMMELL, ADKINS & WARD, P.C. P.O. Box 51450, Knoxville, Tennessee, 37950 Phone: 865/330-2577					
TO ANY LAWFUL OFFICER OF THE STATE OF TENNESSEE: Summon the below named witnesses by leaving a copy of this subpoena with each one. Make return to this court.					
TO WITNESSES: You are commanded to appear and must appear before this court at the place, date and time indicated and to give testimony on behalf of the party checked. Failure to appear may result in your being held in contempt of court and may face penalties including monetary fines or other such penalties determined by the court. In addition, if indicated, you are to bring items, records, or documents listed on the attached schedule.					
WITNESSES NAMES AND ADDRESSES		TESTIFY FOR		BRING DOCUMENTS	
				RETURN OF SERVICE	
John Sanders 9316 Lee Highway Ooltewah, TN 37363 (423) 238-3856		PLA	DEF XXX		SERVED FAILED
DUCES TECUM:				COMMENT	
DATE/TIME OF DEPOSITION 2:00 p.m. Thursday September 25, 2014		DEPOSITION ADDRESS Trammell, Adkins & Ward, P.C. 128 N. Northshore Drive Suite 201 Knoxville, TN 37919 Phone: (865) 330-2577		OFFICER'S REMARKS	
DATE WITNESSED		SIGNATURE OF CLERK <i>Gayla H. Miller</i>		DATE RECEIVED 9/11/14	AUTHORIZED OFFICER <i>Ch. [Signature]</i> 218
DATE ISSUED 9-5-14		SIGNATURE OF DEPUTY CLERK <i>K. [Signature]</i>		DATE OF RETURN	AUTHORIZED OFFICER

*Religious
Majors
for John
Sanders, Sr.*

TRAMMELL, ADKINS & WARD, P.C.
ATTORNEYS AT LAW

Brian H. Trammell
Terrill L. Adkins
Kenneth W. Ward
Andrew J. Lewis
Amy V. Peters
Hannah S. Lowe

128 N. Northshore Drive
Suite 201
Knoxville, TN 37919
Phone: 865-330-2577
Fax: 865-330-2578

Mailing Address:
P.O. Box 51450
Knoxville, TN 37950-1450

E-MAIL: briantrammell@tawpc.com

March 27, 2014

Gayla H. Miller, Clerk
Bradley County Circuit Court
Bradley County Courthouse
P.O. Box 1167
Cleveland, TN 37364

Re: Art G. Ellis v. Nationwide Mutual Insurance Company
Bradley County Circuit Court, Docket No. V-13-376

Dear Ms. Miller:

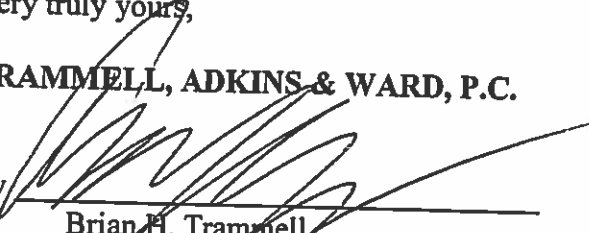
Enclosed please find the *Answer and General Denial of Nationwide Mutual Insurance Company* for filing in the above-referenced matter. By copy of this letter, I am forwarding a copy of these pleadings to all counsel of record.

Thank you for your assistance in this matter.

Very truly yours,

TRAMMELL, ADKINS & WARD, P.C.

By


Brian H. Trammell
Andrew J. Lewis

BHT:ajl
enclosures

cc: C. Scott Johnson, Esq.
J. Allen Murphy, Jr., Esq.
Mr. John McCann
(Claim Number 63 41 PE 044294 09092012)

BHT/2220-1343-Nationwide/Ellis

Docket No. V-13-376
TWELVE PERSON JURY DEMANDED

6. The defendant affirmatively avers that pursuant to Allied Insurance Company Premier Businessowners Policy Number ACP BPR 7162082494, the loss claimed by the plaintiff is excluded because of the plaintiff's failure to have protective safeguards in place and operating at the time of the claimed loss.

7. Specifically, the defendant avers that the policy at issue states:

PROTECTIVE SAFEGUARDS

This premises has Protective Safeguard identified by the symbols below. Insurance for Fire or Burglary and Robbery at this premises will be excluded if you do not notify us immediately if any of these safeguards are impaired. See PB 04 30 for a description of each symbol. APPLICABLE SYMBOLS: P-2; P-6;

8. The defendant avers that form PB 04 30 of the policy states:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM

NOTICE

YOU RISK THE LOSS OF CERTAIN INSURANCE COVERAGE AT PREMISES DESIGNATED IN THE DECLARATIONS IF YOU FAIL TO MAINTAIN ANY OF THE APPLICABLE PROTECTIVE SAFEGUARDS, LISTED BY SYMBOL IN THE DECLARATIONS FOR EACH PREMISES.

Our requirement that you maintain the protective safeguard is in consideration of a premium reduction. If you do not wish to commit to the requirements expressed in this endorsement, at our option, your insurance may be continued. However, the credit for such protection would not be applied.

Your acceptance of this policy in the payment of premium when due constitutes your understanding and acknowledgement that you risk the loss of certain insurance at the premises designated if you fail to maintain the protective safeguard and your acceptance and agreement with the terms of the endorsement.

SCHEDULE

Prem./ Bldg. No. Description of P-9 Protective Safeguards

- A. **Condition.** As a condition of this insurance, you are required to maintain the applicable protective devices or services for fire, denoted by symbols P-1, P-2, P-3, P-4, P-5, P-8, or P-9; or for burglary and robbery, denoted by symbols P-6 or P-7), as designated at each premises by symbol in the Declarations.
- B. **Exclusions.** Under Section B. EXCLUSIONS, the following exclusions are added:
1. **FIRE PROTECTIVE SAFEGUARDS**
We will not pay for loss or damages caused by or resulting from fire if, prior to the fire, you:
 - a. Knew or should have known of any suspension or impairment in any protective safeguard as designated at each premises by symbol in the Declarations and failed to notify us of that fact; or
 - b. Failed to maintain any protective safeguard as designated at each premises by symbol in the Declarations and over which you control, in complete working order; or
 - c. Add or modify any cooking equipment and operate it prior to adding or extending any Fire Suppression System that is required by code to protect it.If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.
 2. **BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS**
We will not pay for loss or damage caused by or resulting from theft if, prior to the theft, you:
 - a. Knew or should have known of any suspension or impairment in any protective safeguard designated at each premises by symbol in the Declarations and failed to notify us of that fact; or
 - b. Failed to maintain any protective safeguard designated at each premises by symbol in the Declarations and over which you had control, in complete working order.
- C. **PROTECTIVE SAFEGUARD SYMBOLS.** The protective safeguards to which this endorsement applies are identified in the Declarations by the following symbols:
- “P-1” **Automatic Sprinkler System**, including related supervisory services.
Automatic Sprinkler System means:
- a. Any automatic fire protective or extinguishing system, including connected:
 - 1) Sprinklers and discharge nozzles;
 - 2) Ducts, pipes, valves and fittings;
 - 3) Tanks, their component parts and supports; and
 - 4) Pumps and private protections mains.
 - b. When supplied from an automatic fire protective system:
 - 1) Nonautomatic fire protective systems; and

2) Hydrants, standpipes and outlets.

"P-2" Automatic Fire Alarm, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

"P-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operations.

"P-4" Service Contract with a privately owned fire department providing fire protection service to the described premises.

"P-5" Watchman Service based on contract with a privately owned security company providing premises protection services to the described premises.

"P-6" Local Burglar Alarm protecting the entire building which in the event of an unauthorized or attempted entry at the described premises, triggers a loud sounding gong or siren, or a visual device, on the outside of the building.

"P-7" Central Station Burglar Alarm protecting the entire building which, in the event of an unauthorized or attempted entry at the described premises, will automatically transmit an alarm signal to an outside Central Station or police station.

"P-8" Fire Suppression System, including related supervisory services. Fire Suppression System means any automatic fire protective or extinguishing system designed to protect cooking equipment (i.e. cooking surfaces, deep fat fryers, grease ducts and hoods) including connected:

- a. Sprinklers and discharge nozzles;
- b. Ducts, pipes, valves and fittings; and
- c. Tanks, their component parts and supports.

"P-9" The protective system described in the Schedule of this endorsements.

All terms and conditions of this policy apply unless modified by this endorsement.

9. The defendant affirmatively avers that pursuant to Allied Insurance Company Premier Businessowners Policy Number ACP BPR 7162082494, the loss claimed by the plaintiff is excluded because the property at issue had been vacant for over 60 days at the time of the loss. The applicable portion of the Premier Businessowners Property Coverage Form of the Policy that provides as follows under Section E. Property Loss Conditions:

8. Vacancy

a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:
 - (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
 - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - (i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
 - (ii) Used by the building owner to conduct customary operations.

b. Vacancy Provisions

If the building where the loss or damage occurs has been vacant for more than 60 consecutive days before the loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;
 - (c) Building glass breakage;
 - (d) Water damage, including damage that is caused by or resulted from freezing;
 - (e) Theft; or
 - (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in paragraphs (1)(a) through (1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

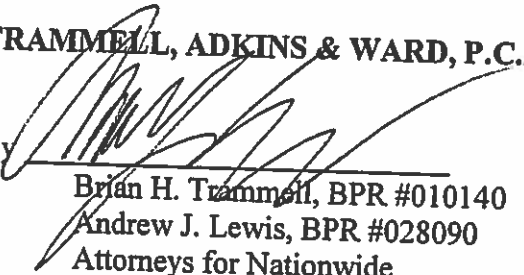
10. All remaining allegations, averments or information, not previously admitted or explained are denied.

WHEREFORE, the defendant prays that this honorable Court enter a judgment dismissing the plaintiff's action with prejudice.

Respectfully submitted,

TRAMMELL, ADKINS & WARD, P.C.

By


Brian H. Trammell, BPR #010140
Andrew J. Lewis, BPR #028090
Attorneys for Nationwide
P.O. Box 51450
Knoxville, Tennessee 37950
865/330-2577

CERTIFICATE OF SERVICE

The undersigned hereby certifies that an exact copy of this pleading has been served on all counsel of record by placing same in the United States Mail, postage prepaid, by delivering same to the office of said counsel, or via facsimile.

C. Scott Johnson, Esq.
Fleissner, Davis & Johnson
600 Georgia Avenue, Suite 1
Chattanooga, TN 37402

J. Allen Murphy, Jr., Esq.
3555 Keith Street, NW, Suite 213
Cleveland, TN 37312

This 27 day of March, 2014.

TRAMMELL, ADKINS & WARD, P.C.

By


Brian H. Trammell
Andrew J. Lewis

TRAMMELL, ADKINS & WARD, P.C.
ATTORNEYS AT LAW

Brian H. Trammell
Terrill L. Adkins
Kenneth W. Ward
Andrew J. Lewis
Amy V. Peters
Hannah S. Lowe

128 N. Northshore Drive
Suite 201
Knoxville, TN 37919
Phone: 865-330-2577
Fax: 865-330-2578

Mailing Address:
P.O. Box 51450
Knoxville, TN 37950-1450

Website:
trammelladkinswardpc.com

E-MAIL: briantrammell@tawpc.com

September 18, 2014

Gayla H. Miller, Clerk
Bradley County Circuit Court
Bradley County Courthouse
P.O. Box 1167
Cleveland, TN 37364

Re: **Art G. Ellis v. Nationwide Mutual Insurance Company**
Bradley County Circuit Court, Docket No. V-13-376

Dear Ms. Miller:

Enclosed please find the original Subpoena for John Sanders for filing in the above-named matter.
Please note this Subpoena was served on 09/11/14.

Thank you for your assistance in this matter.

Very truly yours,

TRAMMELL, ADKINS & WARD, P.C.

By Brian H. Trammell
Brian H. Trammell

BHT:mc
Enclosure

cc: Mr. John McCann
(Claim Number 63 41 PE 044294 09092012)

BHT/2220-1343-Nationwide/Ellis

STATE OF TENNESSEE BRADLEY COUNTY CIRCUIT COURT GAYLA H. MILLER, COURT CLERK		SUBPOENA (ORDER TO APPEAR) (CIVIL)		CASE FILE NUMBER V-13-376	
COURT: CIRCUIT				COUNTY:	
PLAINTIFF(S) ART G. ELLIS		VS.		DEFENDANT(S) NATIONWIDE MUTUAL INSURANCE COMPANY	
ATTORNEY: BRIAN H. TRAMMELL; TRAMMELL, ADKINS & WARD, P.C. P.O. Box 51450, Knoxville, Tennessee, 37950 Phone: 865/330-2577					
TO ANY LAWFUL OFFICER OF THE STATE OF TENNESSEE: Summon the below named witnesses by leaving a copy of this subpoena with each one. Make return to this court.					
TO WITNESSES: You are commanded to appear and must appear before this court at the place, date and time indicated and to give testimony on behalf of the party checked. Failure to appear may result in your being held in contempt of court and may face penalties including monetary fines or other such penalties determined by the court. In addition, if indicated, you are to bring items, records, or documents listed on the attached schedule.					
WITNESSES NAMES AND ADDRESSES		TESTIFY FOR		BRING DOCUMENTS	
				RETURN OF SERVICE	
John Sanders 9316 Lee Highway Ooltewah, TN 37363 (423) 238-3856		PLA	DEF XXX		SERVED 9/11/14 Personal Service in office mgr
DUCES TECUM:				COMMENT	
DATE/TIME OF DEPOSITION		DEPOSITION ADDRESS		OFFICER'S REMARKS	
2:00 p.m. Thursday September 25, 2014		Trammell, Adkins & Ward, P.C. 128 N. Northshore Drive Suite 201 Knoxville, TN 37919 Phone: (865) 330-2577		Served on office mgr at Request of witness	
DATE WITNESSED		SIGNATURE OF CLERK		DATE RECEIVED	
		Gayla H. Miller		9/11/14	
DATE ISSUED		SIGNATURE OF DEPUTY CLERK		DATE OF RETURN	
9-5-14		K. Adkins		9/12/14	
				AUTHORIZED OFFICER	
				Ch. [Signature] 218	
				AUTHORIZED OFFICER	
				Ch. [Signature] (18)	

Handwritten:
 Melling
 Major
 for John
 Sanders - 51-

STATE OF TENNESSEE BRADLEY COUNTY CIRCUIT COURT GAYLA H. MILLER, COURT CLERK		SUBPOENA (ORDER TO APPEAR) (CIVIL)		CASE FILE NUMBER V-13-376	
COURT: CIRCUIT				COUNTY:	
PLAINTIFF(S) ART G. ELLIS		VS.		DEFENDANT(S) NATIONWIDE MUTUAL INSURANCE COMPANY	
ATTORNEY: BRIAN H. TRAMMELL; TRAMMELL, ADKINS & WARD, P.C. P.O. Box 51450, Knoxville, Tennessee, 37950 Phone: 865/330-2577					
TO ANY LAWFUL OFFICER OF THE STATE OF TENNESSEE: Summon the below named witnesses by leaving a copy of this subpoena with each one. <i>Return to this court.</i>					
TO WITNES behalf of the other such pe WITNESSE NAMES AN		before this court at the place, date and time indicated and to give testimony on eld in contempt of court and may face penalties including monetary fines or are to bring items, records, or documents listed on the attached schedule.			
John San 9316 Lee Ooltewa (423) 23		BRING DOCUMENTS		RETURN OF SERVICE	
				SERVED	FAILED
DUCES				COMMENT	
DATE/T 2:00 p Thursday September 25, 2014		Vard, P.C. ive Suite 201 Knoxville, TN 37919 Phone: (865) 330-2577		OFFICER'S REMARKS	
DATE WITNESSED		SIGNATURE OF CLERK <i>Gayla H. Miller</i>		DATE RECEIVED	
DATE ISSUED 9-5-14		SIGNATURE OF DEPUTY CLERK <i>K. Indale</i>		AUTHORIZED OFFICER	